

#3

HEREBY SPECIFICALLY RESERVE THE RIGHT TO PURCHASE $\frac{1}{2}$ INTEREST IN SAID WELL OR WELLS OR ON ADJOINING PREMISES OR IN THE IMMEDIATE AREA UPON THE TERMS AND CONDITIONS SET FORTH IN A WRITTEN AGREEMENT OF EVEN DATE HERewith BETWEEN THE PARTIES.

11. If the leased premises are now or shall hereafter be owned in severally or in separate tracts, the premises, nevertheless, shall be developed and operated as one lease and all royalties accruing hereunder shall be treated as an entirety and shall be divided among and paid to such separate owners in the proportion that the acreage owned by each separate owner bears to the entire leased acreage. Provided, however, if the leased premises consist of two or more non-abutting tracts, this paragraph shall apply separately to each non-abutting tract, and further provided that if a portion of the leased premises is hereafter consolidated with other lands for the purpose of operating the consolidated tract as one lease, this paragraph shall be in-operative as to such portion so consolidated. There shall be no obligation on the part of the lessee to offset wells on separate tracts into which the land covered by this lease may be hereafter divided by sale, devise, or otherwise, or to furnish separate measuring or receiving tanks.

13. Lessor hereby warrants and agrees to defend the title to said lands herein described and agrees that lessee shall have the right at any time to redeem for lessor, by payments, any mortgage, taxes or other liens on the above described lands, in the event of default of payment by lessor, and be subrogated to the rights of the holder thereof, and the undersigned lessors for themselves and their heirs, successors, and assigns, hereby surrender and release all rights of dower and homestead in the premises herein described, insofar as said right of dower and homestead may in any way affect the purposes for which this lease is made as recited herein.

14. Lessee may at any time surrender this lease as to all or any part of the lands covered thereby, by delivering or mailing a release thereof to lessor, if the lease is not recorded, or by placing a release thereof of record in the proper county, if the lease is recorded; and if surrendered only as to a part of said lands, any delay rentals or acreage payments which may thereafter be payable hereunder shall be reduced proportionately.

IN TESTIMONY WHEREOF WE SIGN, This the 25th day of June, 1996
Witnesses: Diane S Adams
Beth A Shearer

STATE OF OHIO)
COUNTY OF Stark)SS.
On this 25th day of June, A.D., 1996, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Tim A. Shearer and Beth A. Shearer

ACKNOWLEDGMENT TO THE LEASE

to me known as the person S described in and who executed the foregoing instrument and acknowledged that he had executed the same as their free act and deed.
Diane S Adams
Diane S Adams
Notary Public Stark County, Ohio

My Commission Expires July 19, 1996, Acting in Stark County, Ohio
STATE OF _____)
COUNTY OF _____)SS.

ACKNOWLEDGMENT TO THE LEASE

On this _____ day of _____, A.D., 19____, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared _____

to me know as the person _____ described in and who executed the forgoing instrument and acknowledged that he had executed the same as _____ free act and deed.

Notary Public _____ County.

My Commission Expires _____, 19____ Acting in _____ County,

STATE OF _____)
COUNTY OF _____)SS.

CORPORATION ACKNOWLEDGMENT

On this _____ day of _____, 19____, before me, a Notary Public in and for said County, personally appeared _____ to me personally known, who being by me duly sworn, did say that he is a _____ of _____ the corporation named in and which executed the within instrument, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and said _____ acknowledged said instrument to be the free act and deed of said corporation

Notary Public _____ County.

My Commission Expires _____, 19____ Acting in _____ County,

This form was prepared by Robert Foltz of _____